

6690-YYYYYYYYYY  
RECORDATION NO. FILED

OCT 03 '11 -11 4 5 AM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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SUITE 301  
WASHINGTON, DC  
20036

SURFACE TRANSPORTATION BOARD

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October 3, 2011

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423

Dear Section Chief

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release of Lien (Amtrak Trust 2000-A), dated as of September 30, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Security Agreement previously filed with the Board under Recordation Number 6690-MMMM

The names and addresses of the parties to the enclosed document are:

Grantor	National Railroad Passenger Corporation 10 G Street, NE Washington, DC 20002
Secured Party.	Federal Railroad Administration 400 Seventh Street SW Washington, DC 20590
Owner Trustee:	Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19890

**TERMINATION AND RELEASE OF LIEN  
(AMTRAK TRUST 2000-A)**

**SURFACE TRANSPORTATION BOARD**

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 2000-A) dated as of September 30, 2011 (this "*Agreement*"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "*Administrator*"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "*Secretary*"), the National Railroad Passenger Corporation ("*Amtrak*") and Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee (the "*Trustee*" or "*Lessor*").

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "*FRA Security Agreement*"), Amtrak assigned to the Administrator all of its right, title and interest to certain rolling stock owned by Amtrak, including rolling stock acquired by Amtrak after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, Lessor and Amtrak entered into that certain (i) Lease of Railroad Equipment (Amtrak Trust 2000-A) dated as of June 13, 2000, and that certain Lease Supplement No. 1 (Amtrak Trust 2000-A), dated June 13, 2000, a memorandum of which documents were recorded with the Surface Transportation Board under Recordation No 22949-A on June 13, 2000 at 12.12 p.m. and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on June 13, 2000 at 3:00 p.m. (as modified, amended and supplemented to the date hereof, the "*Lease*"; and capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lease Supplement have the respective meanings specified therefor in the Lease).

WHEREAS, Amtrak desires to substitute the Unit described in Schedule I attached hereto (the "*Replaced Unit*") with the Unit described in Schedule 2 attached hereto (the "*Replacement Unit*").

WHEREAS, it is a condition to Lessor's agreement to permit such substitution that, among other things, title to the Replacement Unit be transferred from Amtrak to Lessor free and clear of any and all Liens including, without limitation, the Administrator's Lien under the FRA Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1 All right, title and interest of the Administrator in and to the Replacement Unit is hereby terminated and released.

2 The Administrator represents, warrants and agrees that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it or the Secretary is now subject, (b) the Administrator has full authority to terminate and release all of its right, title and

Chief, Section of Administration  
October 3, 2011  
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A description of the railroad equipment covered by the enclosed document  
is

1 Superliner I Coach AMTK 31000 TERMINATED and 1 Superliner I  
Coach AMTK 34033 ADDED to the Security Agreement

A short summary of the document to appear in the index is:

Termination and Release of Lien (Amtrak Trust 2000-A).

Also enclosed is a check in the amount of \$41 00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read "Edward M. Luria".

Edward M. Luria

EML/bhs  
Enclosures

interest in and to the Replacement Unit, and (c) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, and effectively terminates and releases all of its right, title and interest in and to the Replacement Unit.

3 This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Trustee by operation of law including, but not limited to, title 49 U.S.C § 11301, the Uniform Commercial Code, and other applicable state and federal law.

5. Amtrak hereby consents and agrees to the terms of the foregoing.

6 Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

7. The parties hereby agree that Owner Participant (and each of its respective successors and assigns) is a third party beneficiary of this Agreement.

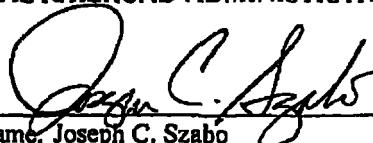
8 The terms of this Agreement and all rights and obligations hereunder shall be governed by the law of the District of Columbia without regard to conflicts or choice of law provisions

9. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in Annex A to the Participation Agreement

10. This Agreement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By:   
Name: Joseph C. Szabo  
Title: Administrator

NATIONAL RAILROAD PASSENGER  
CORPORATION

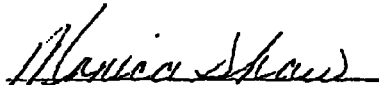
By: \_\_\_\_\_  
Name: Dale M. Stein  
Title: Treasurer

WILMINGTON TRUST COMPANY  
not in its individual capacity, but solely as  
Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

DISTRICT OF )  
 ) ss  
COLUMBIA )

On this 28 day of September, 2011, before me personally appeared JOSEPH C. SZABO, to me personally known, who being by me duly sworn, says that he is the ADMINISTRATOR of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

  
Notary Public

My Commission Expires: 6/14/2014

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: \_\_\_\_\_  
Name: Joseph C. Szabo  
Title: Administrator

NATIONAL RAILROAD PASSENGER  
CORPORATION

By: Dale M. Stein \_\_\_\_\_  
Name: Dale M. Stein  
Title: Treasurer

WILMINGTON TRUST COMPANY  
not in its individual capacity, but solely as  
Owner Trustee

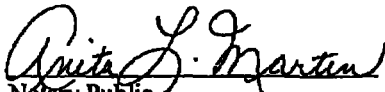
By: \_\_\_\_\_  
Name:  
Title:

DISTRICT OF

COLUMBIA

)  
) ss  
)

On this 27<sup>th</sup> day of September, 2011, before me personally appeared DALE M. STEIN, to me personally known, who being by me duly sworn, says that he is TREASURER of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: April 14, 2012

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.


FEDERAL RAILROAD ADMINISTRATION

By: \_\_\_\_\_  
Name: Joseph C. Szabo  
Title: Administrator

NATIONAL RAILROAD PASSENGER  
CORPORATION

By: \_\_\_\_\_  
Name: Dale M. Stein  
Title: Treasurer

WILMINGTON TRUST COMPANY  
not in its individual capacity, but solely as  
Owner Trustee

By:  \_\_\_\_\_  
Name: Robert J. Perkins  
Title: Vice President

STATE OF DELAWARE            )  
  ) ss  
COUNTY OF NEW CASTLE    )

On this 29 day of September, 2011, before me personally appeared Robert J. Perkins, to me personally known, who being by me duly sworn, says that he/she is the Vice President of WILMINGTON TRUST COMPANY, who acknowledged himself/herself to be a duly authorized officer of said Delaware trust company and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Patrick A. Kanar  
Notary Public

My Commission Expires: \_\_\_\_\_

**PATRICK A. KANAR**  
Notary Public - State of Delaware  
My Comm. Expires April 6, 2012



SCHEDULE 1 TO  
TERMINATION AND RELEASE OF LIEN

**DESCRIPTION OF REPLACED UNIT**

<b>Description</b>	<b>Amtrak Equipment Number</b>
Superliner I Coach	34033

SCHEDULE 2 TO  
TERMINATION AND RELEASE OF LIEN

**DESCRIPTION OF REPLACEMENT UNIT**

Description	Amtrak Equipment Number
Superliner I Coach	31000

**CERTIFICATION**

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated October 3, 2011      Edward M Luria  
Edward M Luria